

The University of Chicago

NOTES ON UNIVERSITY OF MICHIGAN DEMOTIC PAPYRI FROM PHILADELPHIA

A PART OF A DISSERTATION SUBMITTED
TO THE FACULTY OF THE DIVISION OF THE
HUMANITIES IN CANDIDACY FOR THE
DEGREE OF DOCTOR OF PHILOSOPHY

DEPARTMENT OF ORIENTAL LANGUAGES AND LITERATURES

1937

By
CHARLES FRANCIS NIMS

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Reprinted from
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BY CHARLES F. NIMS

IN my doctoral dissertation I have translated and discussed a group of demotic papyri from Philadelphia belonging to the University of Michigan.² These papyri, together with a group from Fayyūmic Heliopolis, I hope to publish in the near future. In the meantime I have taken from my discussion several notes of general interest in order to satisfy the requirement that an essential portion of the dissertation be published.

1. The Chronology of the Early Years of Ptolemy Epiphanes

The problem of the chronology of the early years of Epiphanes has recently been discussed by Walbank,³ who shows conclusively that the second year of Epiphanes must have begun October 13 (Thoth 1 of the Egyptian year), 203 B.C., his accession having occurred some time during the previous year. However, since Dinsmoor has shown that the date of the Rosetta Stone, Xandikos 1 (Macedonian), equalling Mecheir 18 (Egyptian), of the ninth year of Epiphanes, is to be equated with March 27 (Julian), 196 B.C.,⁴ the intervening time is one year short of the number of years required for the elapsed period. Walbank proposes that this discrepancy be accounted for by supposing that 'at some time between Epiphanes' second year . . . and his ninth year . . . a year must have been omitted; or alternatively a break occurred part of the way through one Egyptian year, and the period from then to the next Thoth 1 was regarded as a new year, with a fresh set of eponymous priests'.⁵ Knowing of no document dated in year 6, he accepts the first alternative, believing that the sixth year was omitted. However, P. Michigan Inv. No. 4526. A1, 2 is dated in year 6, Choiak,⁶ and in this double document Epiphanes is not yet included in the cult of the gods, nor is the priestess-ship of Arsinoe Philopator mentioned.⁷ Therefore Walbank's theory that year 6 was suppressed, along with its supporting arguments, must be discarded.

¹ I wish to thank the authorities of the University of Michigan for permission to publish these papyri. Professor William F. Edgerton of the Oriental Institute of the University of Chicago has guided me in the reading and interpretation of these documents and has helpfully criticized the manuscript. My colleague, Mr. George R. Hughes, has discussed with me many points of interpretation and translation. Professor Erwin Seidl of Greifswald read a preliminary treatment of the matter discussed in Sect. 5 below, and has given me many helpful suggestions. Mr. Herbert C. Youtie of the University of Michigan and Dr. Raymond A. Bowman of the Oriental Institute have also given me suggestions in regard to this problem. To all of these I wish to acknowledge my indebtedness and deep gratitude.

² C. F. Nims, *University of Michigan Demotic Papyri: Papyri from Philadelphia* (unpublished Ph.D. dissertation, Division of Humanities, Department of Oriental Languages and Literatures, University of Chicago, 1937).

³ F. W. Walbank, *The Accession of Ptolemy Epiphanes*, *JEA* 22, 20 ff.

⁴ W. B. Dinsmoor, *The Archons of Athens in the Hellenistic Age*, 492. The ninth year, then, began October 11, 197 B.C.

⁵ Walbank, *op. cit.*, 31 f.

⁶ The occurrence of year 6 in this document has already been noted; cf. *JEA* 22, 51, n. 2, No. 17.

⁷ Walbank, *op. cit.*, 32, had suggested that, after 'a deterioration of Egyptian morale' because of Egyptian military disasters, 'the popular morale was restored by the deification of Epiphanes, and the institution of a priestess to Arsinoe' at the time when the calendar was changed, and the sixth year omitted.

DATES OCCURRING DURING THE FIRST NINE YEARS OF PTOLEMY EPIPHANES
KNOWN FROM CONTEMPORARY DOCUMENTS

Year of Epiphanes	Months of the Egyptian Year											
	Thoth	Phaophi	Hathor	Choiak	Tubi	Mecheir	Phamenoth	Pharmouthi	Pachon	Pauni	Epeiph	Mesore
1	..	..	..	..	..	..	..	..	..	..	..	..
2	..	..	× ¹	..	..	× ²	..	..	..	..	× ³	..
3	..	..	× ⁴	× ⁵	..	× ⁶	..	..	..	..	× ⁷	..
4	× ⁷	..	..	× ⁷	..	..	..	..	..	..	× ⁸	..
5	..	× ⁹	..	..	..	..	..	..	..	..	..	..
6	..	..	..	× ¹⁰	..	..	..	..	..	..	..	..
7	..	..	× ¹¹	..	× ¹²	× ¹³	..	..	..	..	..	..
8	..	..	..	..	..	..	..	× ¹⁴	..	..	..	..
9	..	..	..	..	..	× ¹⁵	..	..	..	..	..	..

We must conclude, then, that the second alternative given by Walbank is probably the correct solution of the difficulty. The accompanying table gives the dates noted in contemporary documents so far as known for the first nine years of Epiphanes' reign, and it is seen that there are two possible periods when the break might have taken place, either between Phaophi of year 5 and Choiak of year 6, where there is a period of thirteen months from which we have no dates mentioned in the documents, or between Mecheir of year 7 and Pharmouthi of year 8, when there is a similar period with no dates noted.¹⁶

2. The *ss n snh* of Marriage Settlements

P. Michigan Inv. No. 4526. A1, a *ss n snh* belonging to the type of marriage settlements usually called 'Alimentary Contracts',¹⁷ has in it two sentences common to this form of document: 'Thou hast caused my heart to be satisfied with the 21 (*deben*) of silver of the

¹ Leiden I. 373c, also Cairo 30753; on the date of the latter, cf. Sethe, *Bürgschaftsurk.*, 104.

² Cairo 30697; the date may be Pauni; cf. Sethe, *op. cit.*, 52.

³ Cairo 30700; Spiegelberg read the month as Phamenoth.

⁴ Cairo 30689+30701+30782.

⁶ Cairo 30659.

⁷ P. Petrie III, 57b.

⁵ BGU VI, 1266.

⁸ Tebtunis III, 1, 820.

⁹ N.Y. Hist. Soc. 373b, N. J. Reich, *New Documents from the Serapeum, Mizraim* 1, Pl. vii.

¹⁰ P. Mich. Inv. No. 4526. A1, 2.

¹¹ Louvre 2435, E. Revillout, *Chrestomathie démotique*, 389.

¹² Dublin, Trin. Coll. pap. Hincks, 2A, B, Thompson, in *Griffith Studies*, 20, 27.

¹³ B.M. 10575/2, 3, Thompson, *A Family Archive from Siut*, Pls. xvii-xxii; also B.M. 10591, verso, col. v/5, *ibid.*, Pl. xiv.

¹⁴ Louvre 2408, Revillout, *op. cit.*, 336.

¹⁵ Rosetta Stone.

¹⁶ It should be emphasized that the appearance of documents having dates in both these periods so as to make the elapsed time in each less than twelve months would, of course, necessitate a new theory for the solution of this chronological problem.

¹⁷ For a catalogue of these marriage settlements cf. W. Spiegelberg, *Demotische Papyri (Veröffentlichungen aus den badischen Papyrus-Sammlungen, Heft 1)* (hereafter referred to as Spiegelberg, *VBP*, I), 38 to which add B.M. 10591, cols. vi/21-vii/5, Thompson, *op. cit.*, Pls. vi, vii, pp. 8, 25 f.; the Greek abstracts published by A. E. R. Boak in *JEA* 12, 100 ff., and republished by the same author, *Papyri from Tebtunis*, I, 29 ff., 45 f., 52 f., 58 ff., 67 f., and P. Mich. 624, referred to by Boak, *JEA* 12, 107. A translation of this last document by W. F. Edgerton is now in the press.

treasury of Ptah, refined, . . . as thy *snh*', and, 'I shall not be able to say to thee, "Receive thy *snh* aforesaid from my hand", (but) at the time when thou desirest it from me, I will give it to thee.' I do not believe that the proper interpretation has been given to two matters involved in these sentences, namely, the meaning of *snh* and the nature of the sum involved (21 *deben* of silver in the Michigan papyrus). These two problems must be considered together.

Griffith, commenting on the word *snh* as it was used in P. dém. Bibl. Nat. Paris 219, speaks of the *snh* as 'an annuity',¹ and Spiegelberg, in his translation of this document, gives the word the meaning of 'Alimentation (Unterhalt)'.² Further, the sentence, 'I shall not be able to say to thee, etc.', is paraphrased by Möller, 'Du hast die Zeit zu bestimmen, wo du ihn von mir empfangen willst',³ and it would seem, if I understand him correctly, that he takes this to refer to 'Lebensunterhalt' ('*ḥk*' *hbs*). Thus it would seem that there exists a confusion between *snh* and the yearly stipend for food and clothing. However, in this sentence *snh* does not refer to this yearly payment; it is clearly stated in every *sš n snh* that the *snh* is the 'X *deben* of silver of the treasury of Ptah, refined'.

Until recently it seems to have been universal to translate *snh* as 'alimentation';⁴ however, Thompson has lately made the comment, 'To avoid giving a too precise legal meaning, I have adopted the words "endowed" and "endowment" for *snh*'.⁵ It is to be admitted that the verb *snh* means 'to nurture', and that etymologically the noun should mean 'the nurture', i.e. 'alimentation'. But I believe that a careful consideration of the evidence, presented below, shows that in its usage the noun means rather 'that which produces nurture', i.e. 'revenue-producing property', as opposed to 'revenue', and that Thompson's translation of the word gives the true legal meaning.

Junker, in the course of his discussion of this type of marriage settlement, indicates his belief that the money of endowment is a fictitious payment or deposit whose object was to fix the amount which had to be paid by the husband to the wife in case of divorce,⁶ and he is followed in this conclusion by Boak.⁷ Spiegelberg, however, even after the publication of Junker's conclusions that the marriage settlements represented by the *sš n snh* were not materially different from other marriage settlements, still believed that this type of document represented a 'loose marriage' or 'trial marriage', and took the position that the money of endowment was an actual amount from which the man paid the woman her yearly stipend, and, in support of his view, stated that the capital amount would be exhausted in about ten years.⁸

P. Michigan Inv. No. 4244. 4a⁹ throws further light on this problem. In lines 6 ff. the husband says to the wife, 'Thou hast given to me [money and objects of which the value is] 4 talents 50 (*deben*) of silver, the 'remainder' (*sp*) of thy dowry in the name of the

¹ Griffith, *Ryl. Pap.*, 99, n. 3; 113.

² Spiegelberg, *VBP*, I, 41 f.

³ Möller, *Zwei äg. Eheverträge aus vorsaitischer Zeit*, 27.

⁴ It should be pointed out that Griffith, *op. cit.*, 115, n. 6, after translating *snh* as 'revenue (?)' in the text, gives as suggested alternatives 'investment', 'money on loan', 'annuity', and 'pension', but, as the comment noted above shows, he did not finally accept the meaning 'investment', which is, I believe, the most nearly correct of his various proposals.

⁵ Thompson, *op. cit.*, 12, n. 8.

⁶ H. Junker, *Papyrus Lonsdorfer I*, 50; cf. also Edgerton, *Notes on Egyptian Marriage chiefly in the Ptolemaic Period*, 9, n. 2.

⁷ Boak, *JEAs* 12, 108.

⁸ Spiegelberg, *VBP*, I, 36 f. Edgerton, *op. cit.*, 8 f., takes the same view of Spiegelberg's theory as that more fully developed below.

⁹ This document and others bearing the number 4244 come from Fayyūmic Heliopolis.

document of endowment of 21 (*deben*) of silver.¹ The implication of this document is clear. The document of endowment is made by the husband in consideration of a capital amount brought by the wife, and the money of endowment is neither an 'actual' nor a 'fictitious' amount, but rather a 'nominal' one.

Further information on the responsibility of the husband is to be had from a document which appears to be a form of marriage settlement, Cairo 50129.² The principal provisions of this contract can be summarized as follows: The man acknowledges the receipt of 500 *deben* of silver, the dowry (?),³ from the woman, and promises to provide her with 24 measures of grain and 200 *deben* of silver as her yearly stipend. The payment is to continue until such time as the woman desires the return of the amount of the dowry, at which time it must be repaid within thirty days. If the money is not repaid, the stipend is to be continued until such time as the woman receives the 500 *deben* of silver. Of a similar nature is the marriage settlement B.M. 10593,⁴ though the provision for the return of the dowry is dependent on divorce. In line 4 we read, 'If I divorce thee, . . . I will give them [*i.e.* 110 *deben* of silver, the value of the dowry] to thee at the time when thou wishest them from me, on a day within thirty days of wishing the 110 (*deben*) of silver aforesaid from me.' Such a statement would seem to imply that even after the divorce the dowry cannot be returned until the woman requests it. Of the same nature is the marriage settlement Leiden I. 373a.⁵ Though none of these documents mentions any connexion between the dowry and the money of endowment, both P. Michigan Inv. No. 4244. 4a and Karāra II show that the document of endowment was given in consideration of the dowry brought by the wife.⁶

¹ It would seem that Karāra II/3-4 (*cf.* Spiegelberg, *VBP*, I, Pl. ii and pp. 25 ff.) has a similar statement. Spiegelberg had read, *dj-t mtj hstj-i n pry-k(?) ¼ (?) r (?) grk-t (?) 'rmt (?) n rn p: sh snh n hd LI*. He believed that the $\frac{1}{4}$ referred to a quarter of the 200 *deben* of silver mentioned in l. 5, of which 51 *deben* is approximately the correct amount. But the reading $\frac{1}{4}$ cannot be correct; the stroke which Spiegelberg took to be the tail of $\frac{1}{4}$ does not belong to the sign at the end of l. 3, but is actually part of the word *wh* in the line below; *cf.* the writing of *wh* in l. 14. Because of the evident scribal confusion between the suffix pronouns of the 2 s. m. and f. in l. 5, where *sk* is written instead of *st*, it might be possible to read *pry-k* and take the following sign to be $\frac{1}{2}$. But since, in l. 5, we have the statement, 'You have given to me 200 (*deben*) of silver', showing that the husband received the whole amount, and especially since ll. 10-11, reading, 'At the time when you shall wish them from me, I will give them to you', seem to indicate that the entire 200 *deben* of silver is to be returned, I do not feel that the reading *pry-k* $\frac{1}{2}$ can be at all certain. From the facsimile it is tempting to see here, following the reading of P. Mich. Inv. No. 4244. 4a/9, the words *p: sp*, though there is some paleographic difficulty in the stroke which appears to follow the *p:* both in the facsimile and in Spiegelberg's hand-copy of this group (*ibid.*, 33). However, it is not possible to maintain Spiegelberg's position that there was written here *pry-k* $\frac{1}{4}$, representing the 51 *deben* of silver as a quarter of the value of the dowry.

² W. Spiegelberg, *Die demotischen Denkmäler*, III: *Demotische Inschriften und Papyri* (CCG, XCII), Pl. lvi and pp. 93 f. The summary is made from my own translation, which differs in several particulars from that given by Spiegelberg.

³ The reading of the signs here is uncertain, and is further obscured by the cancelling lines. I have read tentatively *pryt hq 'nk-t' hmt*, 'thy silver of wife's 'property''. Hughes suggests *pryt hq n ir nry hmt*, 'thy silver of becoming my wife'. The receipt of the dowry in this document was first suggested by E. Seidl, *Aeg.* 13, 81, n. 1.

⁴ Thompson, *op. cit.*, Pl. xxiv, pp. 68 ff.

⁵ Translated by Spiegelberg, *Rec. Trav.* 28, 194 f.; *cf.* also Möller, *op. cit.*, 22, Schema VI.

⁶ It is interesting to note that the parties to B.M. 10593 drew up, six months later, a document of 21 *deben* of silver, B.M. 10594; *cf.* Thompson, *op. cit.*, Pls. xxvi, xxvii, pp. 70 ff. This is not called a 'document of endowment', but the 21 *deben* of silver and the provisions of the contract show that it could be considered as such. However, the main emphasis seems to be on the provisions for the return of the said sum. But the yearly stipend mentioned in the latter papyrus is not the same as that enumerated in B.M. 10593, and the relationship between these two documents is difficult to determine.

The endowment sum is, then, a nominal amount representing money or value received by the husband from the wife. He does not pay the yearly stipend for sustenance from it, and so use it up, as Spiegelberg suggested, but it is treated as principal, in relation to which the payments to the woman for sustenance must be treated as interest, since even in the case of divorce it would seem that these payments must be continued until such time as the woman desires the repayment of the dowry or principal sum. Nor can the husband force his wife to accept the return of the dowry, but he can give it to her only when she requests it, as is shown by the sentence, 'I shall not be able to say to thee, "Receive thy endowment from my hand", (but) at the time when thou desirest it from me, I will give it to thee'.¹

3. The Independent Use of the Conjunctive *mtwz*

P. Michigan Inv. No. 4526. A1, following the names of the contracting parties, reads, *dī-t m[tr hz-ty] n hq 21 . . . n pryt snh mtw n hrd-t-w r ms-t-t nzy hnc n hrd [t-w nty] [i-ir-t] [r] ms-t-w nzy nty nb nty mtwzy hnc n nty iwzy dī-t hprw pryt šry 3 pry šry 3 pry hn n hrd-t-w r ms-t-t hnc n hrd-t-w nty [i-ir-t r ms-t-w nzy mtwzy dī-t n t [šs] 72 n [sw] . . . n pryt [k] hbs hr rnp-t*, 'Thou hast caused [my heart to be satisfied] with 21 (*deben*) of silver . . . as thy endowment. To the children whom thou hast borne to me together with the child[ren whom] thou wilt bear to me belong everything which is mine together with that which I shall acquire. Thy eldest son is my eldest son among the children whom thou hast borne together with the children whom thou wilt bear to me. I am to give to thee 72 (measures) of [wheat] in [grain] . . . as thy food and clothing yearly.' Here, in the last sentence quoted, the conjunctive *mtwz* does not continue the mood and tense of any preceding verb, but is used independently. In this independent use *mtwz* is to be translated as an independent future, implying obligation; thus it has here the sense, 'I am (obliged) to give to you . . .'. Spiegelberg has pointed out a similar usage following a conditional clause,² but there are many examples where, as in this document, there is no conditional clause actually present or implied. Earlier occurrences of this usage with the same wording as 4526. A1 are the marriage settlements Karāra I/1³ and Rylands 10/2.⁴ Ostrakon Strassburg d. 1845/7 has *mtwt hpr n pry t-wy*, 'You are to be in my house'.⁵ Thompson has published a demotic ostrakon of magical content which, in line 4, reads, *mtwz thbzw hr mw*, 'They are to be sprinkled with water' (so translated by Thompson).⁶ Similarly, in the Magical Papyrus, *mtw-k dī-t*, 'You are to put (it in something)', follows the name of the ingredient.⁷ In leases the independent use of *mtwz* often occurs following the neighbours of the property, where it begins a new thought; cf., for instance, Berlin 3102/13, *mtwzy skz*, 'I am to plough',⁸

¹ I believe that the translation of *snh* by 'endowment' is established for its usage in 'documents of *snh*' by the foregoing discussion. Moreover, such a meaning is entirely in keeping with the use of *snh* in other cases, such as, for instance, Brussels 3/2, Spiegelberg, *Die demotischen Papyrus d. Musées Royaux du Cinquantenaire*, Pls. iv, v, translated also by Sethe, *Bürgschaftsurk.*, 720 ff.

² Spiegelberg, *Dem. Gr.*, § 152.

³ Spiegelberg, *VBP*, I, 21. This document is dated about 342-332 B.C.; cf. *ibid.*, 28.

⁴ Griffith, *op. cit.*, Pl. xlviii. This document is dated 315 B.C. I am indebted to Edgerton for this and the two following references.

⁵ Edgerton, *op. cit.*, 10, 13.

⁶ Thompson, *PSBA* 35, 95 ff.

⁷ Griffith and Thompson, *The Demotic Magical Papyrus of London and Leiden*, Pls. xi/21-22, xii/28. Edgerton has called my attention to a similar usage in the Dendera texts pointed out by Junker, *Sprachliche Verschiedenheiten in den Inschriften von Dendera*, 9, § 17. 2.

⁸ Spiegelberg, *Demotische Papyrus . . . Berlin*, Pl. xxx. I am indebted to Hughes for calling my attention to this usage in leases.

similarly, Strassburg 9/11, *mtwꜣy dī-t mw r-rꜣf*, 'I am to put water on it'.¹ A closely parallel use is found in P. Michigan Inv. No. 4244. 4a/17-19, 'Thou hast claim on me again (in regard to) the law of the agreement (ꜥꜥ) which I made to thee on the document of endowment . . . as well as the law of the agreement aforesaid, making two agreements, and I will do (*mtwꜣy*) for thee their law'. Many parallels to this last might be quoted.²

4. The Use of *m-sꜣ* with the Meaning 'pertaining to'

In P. Michigan Inv. No. 4526. C2, the 'Document of Cession'³ of the sale of half of a house, the property is described as 'thy half part of the house . . . together with the half part of its courtyard which is south of it' *ntyꜣ* [*m-sꜣꜣf*]. The restoration is based on P. Michigan Inv. No. 4244. 1/5, 'thy house . . . together with thy courtyard *m-sꜣꜣf* south of it', and P. Michigan Inv. No. 4244. 6a/2, 'the birth ꜥhy(·t) of the ibises together with the southern 'house' of the ibis and the falcon *nty m-sꜣꜣs*'. Literally, *m-sꜣ* means 'behind', but I believe that in the usages above quoted *m-sꜣ* is to be taken in the sense of 'pertaining to',⁴ and that *nty m-sꜣꜣf* (or *nty m-sꜣꜣs*) is to be translated 'which pertains to it'. The use of *m-sꜣ* in this sense does not seem to have been recognized previously; however, Hughes has called my attention to a similar usage in Rylands 17.⁵ In the body of the document, line 3, the property is described as 'the house . . . comprising a chamber, a vestibule, a staircase below upward', but in the agreement made by the wife of the seller, the property is described as *prꜣꜣꜣ ꜥwy ṛm nꜣ nty m-sꜣꜣf nty ḥry*. Griffith had taken the latter phrase to mean 'they that have claim on him', 'those things that (are written) after it',⁶ or 'those things which follow it',⁷ but is it not rather 'his house and those things which pertain to it aforesaid'? A similar usage is found in P. Michigan Inv. No. 4526. B2/x-3, *prꜣ sꜥ . . . m-sꜣ tꜣ dny-t pꜥꜥ prꜣ ꜥwy*, 'the document . . . pertaining to the half part of the house', paralleled by a passage in Louvre 2434-2437, *sꜥ n wy m-sꜣ prꜣ ꜥwy*, 'document of cession pertaining to my house'.⁸

5. The Title *ꜣrbꜣ* and 'Letters of Agreement'

Spiegelberg has published a fragmentary papyrus, Loeb 62, in which one of the persons named therein bears the title *ꜣrbꜣ*.⁹ Since at that time no parallel documents were known, it was not possible to ascertain the import of this title nor to have any clear idea as to the nature of the document. However, in the group of Michigan papyri from Philadelphia there are two documents, both fragmentary, which contain the title *ꜣrbꜣ*, and one of these is complete enough to enable us now to determine the nature of the transaction with which the man bearing this title is associated.

P. Michigan Inv. No. 4200, written in the twentieth year of Epiphanes, is badly pre-

¹ Spiegelberg, *Die demotischen Papyrus d. Strassburger Bibliothek*, Pl. vii.

² Edgerton has called my attention to a similar usage in a hieratic text from the Twenty-first Dynasty, Spiegelberg, *ZÄS* 53, 12, l. 9.

³ Seidl questions my translation of *sꜥ n wy* as 'cession', and points out to me that it should be translated 'Abstandsurkunde' rather than 'Zession'; cf. the remarks by Partsch in Spiegelberg, *Die demotischen Papyri Hauswaldt*, 12* ff. However, since the translation 'cession' is customary in English, I have continued to use this term, but I do not seek by such a translation to imply any particular juristic interpretation.

⁴ *ꜣꜣꜣ* does not appear to have this meaning in Coptic; cf. Crum, *Copt. Dict.*, 314.

⁵ Griffith, *op. cit.*, Pl. lxxv, pp. 273 ff., 142 ff.

⁶ *Ibid.*, 274, n. 6.

⁷ *Ibid.*, 144, n. 9.

⁸ Revillout, *Chrestomathie démotique*, 212.

⁹ Spiegelberg, *Die demotischen Papyri Loeb*, Pl. xxxiv, and cols. 94 ff. Spiegelberg had read the title *ꜣrbꜣ*, without the *f*, but this can be seen on the facsimile, l. 7, and is confirmed by the Michigan documents.

served, and only fragments of the upper portion of this document remain. Following the protocol, the document reads:

The agreement to which [. . . Pa]neith the younger, son of 'Orses', [his mother (being) . . . , and] the woman *Tikas, daughter of Teos, her mother (being) *[Ta]nas, came . . . in the presence of [the *ṛbt*] Pneferos, son of Petesouchos, (in) year 20, Choiak.

['They spoke'] in the presence of the *ṛbt* Pnefer[os] aforesaid, saying:

We have given¹ to thee the letter of agreement (*tj šꜥt hn*) ['whose conditions'] 'are written below' (concerning) the house which we bought [from . . .] Patous [the younger, son of] 'Patous', [. . .] . . of which Paneith the younger, son of ['Orses'], owns [. . .] . . half 'on its' western 'side', and [*Tikas, daughter of Teos], owns [. . . half on its eastern side].

The ownership of the property is confirmed by P. Michigan Inv. No. 4526. C1, 2, recording the sale of the eastern half of the house to *Tikas, and noting the previous (?) sale of the western half to Paneith.

In P. Michigan Inv. No. 4526. B1 the lower portion of another 'Letter of Agreement' is preserved, and from what is extant, together with some help from 4200 and Loeb 62, the missing part can be restored with a considerable degree of certainty. With the restorations it reads:

[The agreement to which *Tikas, daughter of Teos, her mother (being) *Tanas, and Ḥor, (son of) Patous, his mother (being) '*Nebwotis', came in the presence of the *ṛbt* Peteüris, (son of). . . , in year . . . , month . . .

'They spoke' in the presence of the *ṛbt* Peteüris aforesaid, saying:

We have given to thee the letter of agreement . . . (in regard to) 150 (*deben*) 4 *kite* of silver.

The woman *Tikas, daughter of Teos, aforesaid, says it (in the presence of) Peteüris, the *ṛbt* aforesaid:

Ḥor, (son of) Patous, aforesaid, has given to me 150 (*deben*) 4 *kite* of silver . . . , principal and interest, in year . . . , month . . . ; I have received them from his hand; my heart is satisfied there-with; they are complete without any remainder.

I have given to him the document of specie payment and the document of cession pertaining to my half-part of the house

If I have given the 150 (*deben*) 4 *kite* of silver (at the rate of) 24 (*kite*) of copper to 2 *kite* (of silver) aforesaid to Ḥor, (son of) Patous, aforesaid, by year 22, 'Mecheir', the last day, the appointed time, he shall give to me the document of specie payment and the document of cession, making two documents which are in his possession, and he shall be far (from) the *ṛbt* (in regard to) this letter of agreement which is in] his [possession, making] 'three' documents. He shall [give them to me without citing any title or] any matter in the world.

If I have not given the 150 (*deben*) 4 *kite* of silver (at the rate of) 24 (*kite*) of copper to 2 *kite* (of silver) aforesaid to Ḥor, (son of) Patous, by year 22, 'Mecheir', the last day, the appointed time

¹ *Disn.* Seidl has raised the question, which also occurred to me, as to whether the use of the perfect here refers to the present document or to a *šꜥt hn* given at some previous time, to which this document refers. I am of the opinion, however, that in spite of the use of the perfect tense of the verb, the letter of agreement which has been given to the *ṛbt* is the document 4200 itself. Note that Loeb 62/8 speaks of [*ns hn(w)*] *nty hry* (the restoration is certain) being given (the verb must be restored) *n drꜥf*, i.e. into the hand of the *ṛbt*, though the actual agreement follows, having been mentioned previously only in the introductory clause, 'The agreement to which A and B came'. So, too, in cessions, such as, for instance, B.M. 10616; B. 1/6-7, cf. Glanville, *Griffith Studies*, Pl. xvii, the sentence 'I will make for thee the document aforesaid' is followed immediately by 'Thou hast claim on me in regard to the law of the document of specie payment which I have made for thee [on a certain date], making two documents which I have made for thee'. It does not seem improbable that through a juristic fiction the sentence, 'We have given to thee the letter of agreement', may refer to the document in which this sentence is contained, even though the writing of the document is not yet completed, and has not yet been handed over to the *ṛbt*.

aforesaid, I will be far from him (in regard to) the document of specie payment and the document of cession, making two documents which are in his possession, and I will be far (from) the *ṛbṭ* (in regard to) this letter of agreement which is in his possession, making three documents. They shall be given to him¹ without citing any title or any matter in the world. I shall be far from him² (in regard to) my half part, the measurements of which and the neighbours of which are written above. He shall pay its twentieth to the bank of Pharaoh (on) a day within ten days after the appointed time aforesaid.

The farmer Petearmotis, (son of) Patous, the husband of *Tikas, daughter of Teos, aforesaid, stands and says:

Write and do everything aforesaid; my heart is satisfied therewith.

The farmer Ḥor, (son of) Patous, aforesaid, says it (in the presence of) Peteüris, the *ṛbṭ* aforesaid:

If the woman *Tikas, daughter of Teos, aforesaid, has given to me the 150 (*deben*) 4 *kite* of silver aforesaid at the appointed time aforesaid, I will give to her the document of specie payment and the document of cession which are in my possession. I will be far (from) the *ṛbṭ* (in regard to) [this letter] of agreement, making three documents, and I will give them to her.

If I have not given to her the documents aforesaid at the appointed time aforesaid of giving to me the money aforesaid which she shall do, I will give 300 (*deben*) of silver to the burnt offerings and the [libations] of Pharaoh Ptolemy, (son of) Ptolemy, in the month named. She shall have claim on me to give to her the documents aforesaid still, without citing any title or any matter in the world.

In Loeb 62, Herieus the younger, son of Kasanoupis and Kollauthis, and Pnferos, son of Petesouchos and Teos, come to an agreement in the presence of the *ṛbṭ* 'Herieus', son of Petearmotis. In this case Pnferos has given to Herieus the younger 70 *deben* of silver. As security, Herieus the younger has given to Pnferos a 'document of 21 (*deben*) of silver of the treasury of Ptah, refined', which Herieus the younger made in the name of Pnferos and that of Taonnophris, his daughter, on the day on which Pnferos gave the 70 *deben* of silver to Herieus the younger. If Herieus the younger repays the 70 *deben* of silver by the time appointed, he is to be given back the document of 21 *deben* of silver; if he does not repay the money by the time appointed, it would seem that the document of 21 *deben* of silver is to continue in force.³ The other provisions, including those concerning the *ṛbṭ*, are the same as those in 4526. B1.⁴

Thus we have three documents, called 'Letters of Agreement' in the case of the Michigan papyri, and simply an 'Agreement' in the case of Loeb 62, all containing a reference to *ṛbṭ*, written within a period of thirteen years,⁵ and possibly coming from the same com-

¹ I.e. to Ḥor.

² Or possibly, 'from them'.

³ I am of the opinion that this document of 21 *deben* of silver was a document of endowment; note B.M. 10594, Thompson, *A Family Archive from Siut*, Pls. xxvi, xxvii, where a document of 21 *deben* of silver, a marriage settlement, is not called a document of endowment, but has provisions for a yearly stipend; cf. p. 76, n. 6, above. Cf. also P. dém. Bibl. Nat. Paris 219, transliterated and translated by Spiegelberg, *VBP*, I, 41 f., where the document of endowment is made out to the father for his daughter. I do not believe that it is necessary to consider the document of 21 *deben* of silver mentioned in Loeb 62 as a marriage settlement, and the fact that it might be cancelled by the repayment of the money would seem to weigh against this. However, if it is a document of endowment, this would explain its value as a security.

⁴ This summary of Loeb 62 is based on a restoration I have made of that document. I hope to be able to publish a facsimile of this restoration, together with a discussion of the document, in the near future.

⁵ 4200 is dated in the twentieth year of Epiphanes. 4526. B1 has the twenty-second year of the same reign as the date on which the payment of the money falls due, and if, as I believe possible, it concerns the property which is mentioned in 4200, and for which we have the record of the sale, P. Mich. Inv. No. 4526. C1, 2, also dated in the twentieth year, it must have been executed at or subsequent to the same time. In Loeb 62 the repayment of the money is due in the eighth year of Philometor (cf. l. 13), and there is good reason to suppose that the latter document was written in the seventh year.

munity.¹ Each document records the appearance of two parties before the *ṛbt*, in whose presence they have set forth the agreement to which they have come. The nature of the transaction and the responsibility of each party in connexion therewith are recorded in this letter of agreement, which is then delivered to the *ṛbt*, and which he holds until the conditions therein set forth are fulfilled, at which time he turns over the document to whichever party is entitled to it. In 4200 the conditions of the agreement are lost; both 4256. B1 and Loeb 62 are concerned with a loan of money and the security thereof.

Briefly, in 4526. B1 the situation is this. The woman *Tikas has borrowed from Ḥor a sum of money which, with its interest,² amounts to 150 *deben* 4 *kite* of silver. In return she has given to him as surety documents of specie payment and cession, the title to her half-part (of a house). Such a transaction was, for all purposes, a mortgage, though it is different from those published by Spiegelberg, which describe the amount loaned and the property involved,³ and from Hauswaldt 18, republished with commentary by Sethe, in which the first document is a tentative document of specie payment, describing the property and giving the amount loaned, and the second a cession, evidently made after the loan had fallen due and was not paid, *i.e.* a foreclosure.⁴ Since Ḥor held the documents which gave him title to the property, it was necessary to make a record of this transaction to ensure that the conditions of this contract would be fulfilled. For this purpose *Tikas and Ḥor came before a third and disinterested party, the *ṛbt* Peteüris,⁵ and set forth the conditions and obligations of the contract in the letter of agreement which remained in the possession of the *ṛbt* until the contract was fulfilled either by the repayment of the loan or the forfeiture of the security. In Loeb 62 the conditions, allowing for the difference in the nature of the security, are the same.

Aside from holding this letter of agreement, it would seem that the *ṛbt* had no other responsibilities. His duties come to an end on the day the repayment of the money is due, and the letter of agreement is delivered to the person legally entitled to it; if the loan has been repaid, to *Tikas in 4526. B1, and to Herieus the younger in Loeb 62; if the loan has not been repaid, then to Ḥor in 4526. B1, and to Pnferos in Loeb 62.⁶ And since, if the loan is repaid, *Tikas and Herieus the younger respectively are then in possession of the letters of agreement, it is they, and not the *ṛbt*, who must enforce the penalty in case the documents given as security are not returned, as Seidl has pointed out to me.

¹ Spiegelberg believed that, because the parties concerned were 'servants of Hathor mistress-of-Aphroditopolis', Loeb 62 came from Aphroditopolis. However, we know from other documents in the Michigan group from Philadelphia, all of which belong to the same family, that the husband and the father-in-law of *Tikas were also 'servants of Hathor mistress-of-Aphroditopolis', and it seems probable that Paneith and Peteüris, the *ṛbt*, also bore this designation. The two other documents known to me which have in them this designation also come from Philadelphia; cf. P. demot. Zenon 6/2, 5, Spiegelberg, *Die demotischen Urkunden des Zenon-Archivs* (Demotische Studien, VIII), p. 14, Pl. v; B.M. 10616. A4/1, Glanville, *op. cit.*, Pl. xvi (Glanville, *op. cit.*, 156, had read *Hc-rt* (?) for what is certainly *tp-ih-t*). Since Philadelphia is the known provenance of the other papyri which contain 'servants of Hathor mistress-of-Aphroditopolis', it would seem at least possible that Loeb 62 also came thence.

² The words *ḏsd ms* do not appear in the extant portion of the document, but it is probable, as in Loeb 62, that the amount named represented both principal and interest.

³ Spiegelberg, *Rec. Trav.* 31, 91 ff.

⁴ Sethe, *Bürgschaftsurk.*, No. 12, pp. 246 ff.

⁵ We do not possess the beginning of 4526. B1, but it seems probable, from its nature, that the opening clauses were parallel to 4200 and Loeb 62.

⁶ The documents make no provision for the presentation to the *ṛbt* of evidence as to whether the loan has or has not been repaid. The question still remains as to what assurance the *ṛbt* might have had in regard to which of the two parties was legally entitled to the agreement after the date on which the loan fell due.

It is probable, therefore, that rbt is the legal title for a disinterested party who has in his care the record of a transaction in order that there may be available such a record in case the contract is not fulfilled. In the case of non-fulfilment or dispute, this record could be used as a basis for suit, though this is not stated. Further, I believe that the office of rbt was not regularly established, but that, in all probability, a private individual functioned as such only for the period of his responsibility. In 4200 the rbt is one Pneferos, son of Petesouchos; in Loeb 62 one of the contracting parties is Pneferos, son of Petesouchos, who is there a farmer. If these two documents do come from the same community in Philadelphia, it is possible that we have the same person mentioned in each document, and that the man acting as rbt in 4200 was a farmer by occupation.

We have, in these papyri, a new type of legal document, with no known parallels among contemporary papyri,¹ and a new juristic functionary. Having established the function of the rbt in the documents P. Michigan Inv. No. 4526. B1 and Loeb 62, we need some word by which this title can be translated. Seidl has suggested that the duties of the rbt would indicate that he served as a 'trustee', and I provisionally accept this translation.²

One further word must be said. The foregoing discussion is based on 4526. B1 and Loeb 62. Since the terms of the agreement in 4200 are lost, we can only presume that the duties of the rbt in this case were similar. But since both 4526. B1 and Loeb 62 are concerned with the loan of money and the security thereof, while 4200 seems, at least, to deal with no such matters, we cannot be certain of the duties of the rbt in connexion with that document. Perhaps 4200 was an agreement dealing with the property rights of each person in regard to the house of which each owned half. If this be true, the responsibility of the rbt in holding the document would extend over a considerable period of time.

¹ There is some degree of similarity between the duties of the rbt and the well-known *syngraphophylax* of the Greek papyri. But the *syngraphophylax* is merely one of the witnesses who holds the document, while the rbt has a definite juristic function in connexion with the document itself, in which he and his duties are mentioned.

Seidl calls my attention to a *συγγραφὴ ὧν ἡς ἐν πίστει* (cf. M., *Chr.*, No. 233, pp. 257 f.), and he points out that the giving of the two title documents in 4526. B1 is also an *ὧν ἡς ἐν πίστει*, but that, in 4526. B1 we have the rbt , whose duty it is to watch over the observation of this *πίστις*.

² The duties and the position of the rbt having been determined, it is doubtful whether this word can be connected etymologically with the Coptic ⲁⲣⲏⲏ 'pledge', 'deposit of money' from ⲉⲣⲃ 'take in pledge, give in pledge'.

